

Send Money – Terms and Conditions

1. PARTIES

These Terms and Conditions regulate the relationship between us, being Old Mutual Transaction Services (Pty) Ltd (“Old Mutual”), and you, the Sender of Money through the Old Mutual Money Account Send Money service for sending money, which is provided to you on our behalf by Participating Retailers).

2. DEFINITIONS

Unless the context clearly requires a contrary interpretation, the following terms as used in these Terms and Conditions, shall have the following meanings:

- 2.1 “Money” refers to the amount of money (in ZAR) the Sender instructs us to send and provide in Money to a Recipient.
- 2.2 “Teller” refers to any one of the cashiers or any counter at a Participating Retailer where the Service is provided.
- 2.3 “Send Money Code” refers to the number/voucher code that we will allocate to the Sender to identify their instruction for sending money.
- 2.4 “Secret Code” means the 4 (four) digit secret identification number chosen by the Sender which the Recipient of the Money needs to use at a Participating Retailer to redeem the Money, for a particular transaction, sent to them by the Sender.
- 2.5 “Service” means the functionality of sending Money from your Money Account to a Recipient.
- 2.6 “Our”/“Us”/“We” refers to Old Mutual, our agents and representatives (including Participating Retailers).
- 2.7 “Participating Retailer” refers to any retailer where the Send Money service is available;
- 2.8 “Personal Information” means as defined in the Protection of Personal Information Act, 4 of 2013 (POPI), as amended.
- 2.9 “Recipient” refers to the person who collects the Money from a Participating Retailer.
- 2.10 “Sender” refers to the person (also a banking client with us) who instructs us to Send Money from their Money Account to the Recipient.
- 2.11 “Service Centre” means our call centre with telephone number 0860 222 252 as may be amended and published on our website at www.moneyaccount.co.za by us from time to time, at which Senders may contact us for assistance with the Service. Alternatively, Senders can visit any Old Mutual branch for assistance during our office hours.
- 2.12 “SMS” means a short message service consisting of text messages.
- 2.13 “Till Slip” means the proof of receipt of the Money, by the Recipient, confirming that the Recipient has received the Money sent in terms of the Service.

3. STATUS AND CHANGES

- 3.1 These Terms and Conditions will regulate a Sender’s use of the Service and will become binding upon a Sender in respect of each such instruction from the moment of a Sender instructing us to transfer Money from their Money Account via a Participating Retailer teller.
- 3.2 When the Sender has selected their Secret Code and authorises the sending of Money, it will constitute conclusive proof of their instruction to us and their intention to be bound by these Terms and Conditions.
- 3.3 When a Recipient enters or provides the Secret Code at a teller, or signs the Till Slip at a till point, it will constitute conclusive proof of their intention to be bound by these Terms and Conditions insofar as they may relate to Recipients.
- 3.4 We may change these Terms and Conditions and will be subject to your acceptance each time you use the Service.
- 3.5 When a Sender uses this Service, there is no agreement between us and the Recipient nominated by the Sender to access the Money. We will not become involved in any dispute between you and any Recipient.

4. SENDING MONEY

- 4.1 You, the Sender, appoint us to pay the Money to any person (including you, the Sender) who presents to us the Send Money Code. **When a person presents the Send Money Code and the Secret Code, we will assume that it is someone you, the Sender, has authorised to receive the Money and, subject to these Terms and Conditions, we will pay the Money to such person, unless the Money has already been paid out.**
- 4.2 In order for us to process an instruction in terms hereof and to pay out the Money we will require certain information from each Sender and each Recipient. Each Sender and each Recipient confirms and warrants that the information they provide to us in this regard is true and correct in all respects.
- 4.3 Recipients may not insist on part payment of the Money at any time. Each Recipient, by presenting a Send Money Code and Secret Code, warrants that they are entitled to receive the Money.
- 4.4 **Old Mutual will inform their intended recipient of the Send Money Code. Old Mutual will not be held responsible if this Code is shared with a 3rd party.**
- 4.5 **It is the Sender’s responsibility to inform their intended Recipient of the correct Secret Code and the Sender is responsible for doing so in a safe and secure manner. Each Sender must understand that, if they rely on a third person to communicate the Secret Code, such third person may withdraw the Cash themselves and We shall not be liable for any such loss or return of Money.**
- 4.6 The Sender should ensure at all times that the cell phone number used for this Service is correct. If a Sender decides that they want to prevent the pay-out of the Money to anyone other than themselves, they may contact our Service Centre and request that such instruction be cancelled. We will require the correct identity number and Send Money Code from the Sender prior to complying with such request. Following receipt of such request, we will endeavour to prevent the Money from being paid out to anyone other than the Sender, unless required to do so by law, but in any event we will in no way be held liable and the Sender accordingly indemnifies us if the initial Recipient had already collected the Money.
- 4.7 Each Sender also acknowledges that we may be obliged to pay out the Money to a person other than the Sender or their intended Recipient in the event of being required to do so by law.
- 4.8 Finally, each Sender acknowledges that we may in our discretion suspend the payment of the Money involved in any particular transfer at any time, in particular if we become aware of any suspicious circumstances surrounding a transfer. If a Sender or intended Recipient becomes aware of such suspension, they must contact us at our Service Centre for clarification.

5. SEND MONEY CODES

- 5.1 When a Sender instructs us to transfer Money, we will assign a Send Money Code to each such instruction.
- 5.2 It is the Sender and Recipient’s responsibility to keep their Secret Code and Send Money Code secret.
- 5.3 No Sender should ever disclose their Send Money Code and Secret Code to any other person than the intended Recipient of the Money, especially not to members of our staff.

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6. TRANSFER LIMITS, FEES AND INTEREST

- 6.1 The following limits shall apply to the Service:
- 6.1.1 Mobile App Banking channel: A minimum of R20 and maximum amount of R3,000 per transaction and limited to a maximum total transaction amount per Sender per day of R5,000.00.
 - 6.1.2 A maximum value allowed for unredeemed Send Money codes: R10,000
 - 6.1.3 A maximum count allowed for unredeemed Send Money codes: 5
 - 6.1.4 Cellphone Banking (USSD) channel: A minimum of R20 and maximum amount of R1,500.00 per transaction and limited to a maximum total transaction amount per Sender per day of R3,000.00.
 - 6.1.5 A maximum value allowed for unredeemed Send Money codes: R5,000
 - 6.1.6 A maximum count allowed for unredeemed Send Money codes: 5
- 6.2 A Sender will be obliged to pay the applicable fees associated with an instruction to Send Money through our Service upon initiating such instruction.
- 6.3 The applicable limits and/or fees will be as communicated to the Sender on our website. The Sender acknowledges that unclaimed Money Send Codes will expire after 7 (seven) working days and the reserved value of the Money Send Code will be reversed, however the Send Money Fee will still be charged.
- 6.4 The Sender agrees that we may, from time to time, amend these transfer limits and/or fees and/or introduce new limits and/or new fees for Old Mutual Money Account limits and/or fees. We will communicate such changes to you via our pricing brochure available at any Old Mutual branch and/or on our website. All such fees are non-refundable.
- 6.5 **Senders and Recipients accept that the Service is not a bank account and that neither Senders nor Recipients are entitled to receive any interest on the Money for the period that the payment of the Money to a Recipient remains pending, irrespective of the duration thereof.**

7. STATEMENTS AND IRREGULARITIES

- 7.1 Each Sender agrees that we will not be obliged to provide them with a regular or periodic statement of account in respect of the Service rendered to them or the Money paid to us. Senders may enquire about the status of Money by contacting our Service Centre.
- 7.2 **Senders are responsible for reporting any irregularities regarding their use of the Service, including the loss of or the unauthorised disclosure or use of the Send Money Code, to our Service Centre. In such event, a Sender may request us to cancel the Money Send Code in terms of Clause 4.6 of these Terms and Conditions.**

8. NOTICES

We will send all notices required by law and by these Terms and Conditions to the address the Sender provided to us in terms of the Sender's Old Mutual Money Account Agreement with us, and the Sender agrees to receive such notices at such address. The Sender agrees to inform us of changes to the information in their personal profile in terms of the provisions of the Sender's Money Account Terms and Conditions.

9. PERSONAL INFORMATION

- 9.1 Each Sender acknowledges that in order to be able to deliver the Service and to ensure the continuation of the Service we may need to collect, process, share and store ("processing") their Personal Information and the information about the instructions provided.
- 9.2 Each Sender further agrees and authorises that processing may include, inter alia, sharing their Personal Information and the information with authorities and with third parties who assist us to render the Service as well as with other financial institutions in the event of a transfer of the Service and each Sender and Recipient therefore agrees to us disclosing such information to such persons and entities.
- 9.3 Each Sender hereby waives any claim against us in respect of such disclosures and use, and indemnifies us against any loss or liability as a result of the execution of the authorisation that is granted to us herein.

10. AVAILABILITY

- 10.1 Senders acknowledge that the Service may at times not be available for various reasons and that we have the discretion to suspend the Service from time to time. We also reserve the right in our absolute discretion to alter, modify, upgrade, update, withdraw or terminate the Service or any part thereof at any time.
- 10.2 A Sender may ask for a refund of the Money paid in by them in the event of such change, suspension or withdrawal by contacting our Service Centre.
- 10.3 **Senders agree that we will not be liable for any losses, expenses or damage incurred by them or any third party for such unavailability of the Service and each Sender indemnifies us against any claim for such losses, damages or expenses incurred by any third party as a result of such unavailability.**

11. LIABILITY

- 11.1 **Neither us, nor our subcontractors or agents (including Participating Retailers and their affiliates), nor the representatives, employees or directors of any of them shall be responsible or liable for any direct, general, intrinsic, indirect, special, extrinsic, punitive or consequential injury, loss, expense or damage of any kind whatsoever (including arising from contract, statute, delict (including from negligence or gross negligence) or otherwise) suffered or incurred by any Sender and/or Recipient as a result of using the Service for any reason whatsoever.**
- 11.2 **Each Sender and Recipient hereby indemnifies us against any demand, claim or action for direct, intrinsic, general, indirect, extrinsic, special, punitive or consequential damages or order made against us by a third party relating to or in connection with their use or accessing of the Service whether such demand, claim or action was caused directly or indirectly by us for any reason whatsoever.**
- 11.3 **Old Mutual and Bidvest will not be held responsible in the event of a Send Money Code being sent to the wrong person.**

12. GENERAL

- 12.1 Each Sender and Recipient hereby grants us permission to subcontract, cede, delegate, assign or otherwise transfer any of our rights and/or obligations in terms of these Terms and Conditions to any third party. Each Sender and Recipient further agrees that we do not have to inform them of any such cession, assignment or transfer.

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- 12.2 A certificate signed by any of our managers will be conclusive proof of the date of publication and content of the current version of these Terms and Conditions and all previous versions of the Terms and Conditions and the fee card containing the fees as published on our website pertaining to the Service.
- 12.3 The laws of the Republic of South Africa apply to these Terms and Conditions as well as the relation between each Sender and Recipient and us as far as it concerns the use of the Service or any matter that may arise therefrom.
- 12.4 To the extent that it relates to Sender(s), the Sender(s) Old Mutual Money Account Agreement, these Terms and Conditions and the content of the relevant Send Money Code contain the full Terms of the agreement between us and the Sender in respect of the relevant instruction to which such Send Money Code relates.
- 12.5 No relaxation or indulgence granted by us to any Sender or Recipient shall in any respect prejudice our rights in terms of these Terms and Conditions.
- 12.6 If any term of these Terms and Conditions are invalid this does not mean that the whole agreement is invalid. Only that term is invalid and the rest of the agreement remains valid.
- 12.7 We may cancel these Terms and Conditions and the Service, by notification to you.